

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-5910		2. DELIVERY ORDER NO. NW01		3. EFFECTIVE DATE 2016 Feb 05		4. PURCH REQUEST NO. R5382416RC0024C		5. PRIORITY Unrated		
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 Joel E Judy/220 619-556-6619				7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>				
9. CONTRACTOR Aviation Management Analytical Consultants 516 Innovation Drive Chesapeake VA 23320				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS				
				12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL X SMALL DISADVANTAGED WOMEN-OWNED				
				13. MAIL INVOICES TO THE ADDRESS N BLOCK See Section G						
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. PURCHASE Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MOD FIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Aviation Management Analytical Consultants					Bert Ortiz President/CEO					
NAME OF CONTRACTOR		SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA BY: /s/Brian W ODonnell		25. TOTAL		26. DIFFERENCES		
						02/05/2016 CONTRACTING/ORDERING OFFICER				
27a. QUANTITY N COLUMN 20 HAS BEEN										
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:								
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SH P NO.		29. D.O. VOUCHER NO.		30. INITIALS		
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE				g. E-MAIL ADDRESS		F NAL				
36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER									
	PARTIAL									
	FULL									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TA NERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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GENERAL INFORMATION

GENERAL INFORMATION

This Task Order represents award of solicitation N00024-16-R-3009 to AVMAC, LLC, effective 5 FEB 2016.

FLCSD Contract Negotiator: Joel Judy, Phone: 619-556-6619, Email: joel.judy@navy.mil.

FLC-SD Requisition Number: RP000716RC0014C.

Distribution: Roberto Ortiz (Contractor); Barry Walsh (COR); CDR Frank Quiles (TPOC).

Type of Task Order: Firm Fixed Price

SECTION G

1. CLIN 8100 has been fully funded.
2. Accounting and Appropriation Data: LLA 8100 has been added. See Section G Accounting Data for the full line of accounting for the aforementioned ACRN/CLIN.
3. Clause "SUP 5252.232-9402 Invoicing and Payment (WAWF) Instructions (April 2008)" has been updated to provide info for the fill-ins.
4. Clause "Contractor's Senior Technical Representative (June 2011)" has been updated to provide info for the fill-ins.

SECTION H

1. Addition of "Appointment of Contracting Officer's Representative" clause has been added.

SECTION J

1. Section J Attachment #1 Contract Security Classification Specification (DD254), Attachment #2 Contract Administration Plan, Attachment #3 Quality Assurance Surveillance Plan, Attachment #4 Contract Data Requirements List (DD1423), and Attachment #5 WD 05-2057 (Rev. 18) dated 29 DEC 2015 have been added.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000		Administrative Support				\$0.00
8100	R699	Base Labor, O&MN, N (O&MN,N)	1.0	LO	██████████	██████████
8200	R699	Option 1 Labor, O&MN, N (O&MN,N) Option	1.0	LO	██████████	██████████
8300	R699	Option 2 Labor, O&MN, N (O&MN,N) Option	1.0	LO	██████████	██████████
8400	R699	Option 3 Labor, O&MN, N (O&MN,N) Option	1.0	LO	██████████	██████████
8500	R699	Option 4 Labor, O&MN, N (O&MN,N) Option	1.0	LO	██████████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Administrative Services for Afloat Training Group Pacific and Commander Naval Surface Force Pacific (N02/N01SM)

Overview and Contract Requirements

1.0 INTRODUCTION

This performance-based work statement (PWS) outlines the requirement to provide administrative services for Afloat Training Group Pacific (ATGPAC) and Commander Naval Surface Force, U. S. Pacific Fleet (CNSP) N01SM/N02.

ATGPAC consists of Afloat Training Group San Diego (ATGSD), Afloat Training Group Pacific Northwest (ATGPNW), Afloat Training Group Middle Pacific (ATGMP), Afloat Training Group Western Pacific (ATGWP), ATGWP Detachment Sasebo, and Engineering Assessments Pacific (EAP).

CNSP (Code N02) provides civilian personnel management and human resource guidance to the Headquarters, Commander Naval Surface Force, U. S. Pacific Fleet (CNSP); ATGPAC and subordinate commands; Commander Expeditionary Strike Group THREE (ESG 3), Littoral Combat Squadron ONE (LCSRON ONE); Commander Naval Surface Group Middle Pacific (COMNAVSURFGRU MIDPAC) and Mine Countermeasure Squadron THREE (MCMRON Three).

Finally, CNSP N01SM is responsible for managing the security management program for CNSP Headquarters.

2.0 SCOPE

2.1 The contractor shall provide services to the Administrative Support Office at ATGPAC/ATGSD/EAP (hereafter referred to as ATGPAC), the Civilian Personnel Management Office (N02) at CNSP, and the Security Management Office (N01SM) at CNSP in accordance with the requirements as defined in this PWS.

2.2 Services for CNSP shall be required at CNSP Naval Amphibious Base Coronado, and services for ATGPAC shall be required at ATGPAC headquarters building onboard Naval Base San Diego, California. Local travel is required across the base as well as to Commander Naval Surface Forces Pacific (CNSP), located at Naval Amphibious Base Coronado.

3.0 DEFINITIONS AND ACRONYMS

3.1 DEFINITIONS:

AFLOAT TRAINING ORGANIZATION (ATO): An ATO is a training organization that provides training services to Afloat commands. In this case, Afloat Training Groups are qualified as Afloat Training Organizations.

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AUTHORIZING OFFICIAL: The Government individual who authorizes travel in the Defense Travel System and controls funds for travel. The Approving Official is the final approval authority for all travel submitted by travelers.

AGENCY/ORGANIZATION PROGRAM COORDINATOR (APC OR OPC): The Government representative responsible to the Commanding Officer/ Supervisor for the overall program execution and management. The APC acts as an intermediary, monitoring transactions to include the documentation of abusive and/or fraudulent activity, and providing command support. This desk guide goes into detail on the responsibilities of the APC.

ASSISTANT CONTRACTING OFFICER'S REPRESENTATIVE (ACOR): The Government Official responsible for assisting the Contracting Officer's Representative (COR) in monitoring contractor performance.

BUDGET OFFICER (ATGPAC): The Government Official responsible for accuracy and validity of financial data in the Navy official accounting system.

COMPTROLLER (ATGPAC): The Government Official responsible for ATGPAC funds; also, the Government Official personally responsible for ensuring the proper funds are identified for various tasks and will be the primary point of contact for any notifications/reports in which irregularities and/or fraud, waste, and abuse are implicated.

CONTRACTOR: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CONTRACTING OFFICER: A person with authority to enter into, administer and terminate contracts, as well as make related determinations and findings on behalf of the Government. Note: This is the only individual who can legally bind the Government, modify the contract, or otherwise make changes to the contract affecting cost, fee, and/or scope of work.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE: Anything that can be physically delivered, but may include non-manufactured items such as meeting minutes or reports.

KEY PERSONNEL: Contractor personnel who are evaluated in a source selection process and may be listed in the PWS as such. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons who are listed in the proposal. Key Personnel must be available throughout contract

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performance; or, if replaced, must have the same qualifications as those set forth in the solicitation and resulting proposal.

PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

QUALITY ASSURANCE: The Government procedures to verify that services being performed by the Contractor are performed in accordance with established standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR: One that enters into a contract with a prime contractor.

TECHNICAL ASSISTANT (TA) – Government personnel assigned by the Command to support the COR at the site of work performance. TA is not authorized to direct or assume responsibilities of the COR.

TRAVEL MANAGER: The Government Official responsible for overall operational management of the ATGPAC travel program.

4.0 DIRECTIVES

Navy Correspondence Manual – SECNAVINST M-5216-5

Navy Performance Evaluation System – BUPERSINST 1610.10 (series)

Navy Standard Subject Identification Code Manual – SECNAVINST M-5210.2

Navy and Marine Corps Awards Manual – SECNAVINST 1650.1 (series)

Navy Military Personnel Manual - (MILPERSMAN)

Joint Travel Regulations, Volume I – (JTR Volume I)

Joint Travel Regulations, Volume II – (JTR Volume II)

CNSPINST 4650.1 DTS Business Rules – (CNSPINST 4650.1 (series))

Defense Table of Official Distance (DTOD)

Defense Travel Management Office (DTMO) issued instructions – DTMO Website

Navy Pay and Personnel Support Center (NPPSC) Command Pay/Personnel Administrative Support System (PASS) Coordinator (CPC) Guide – NPPSCINST 1000.1 (series)

DOD FMR 7000.14-R DOD Financial Management Regulations

NOOCS Manual Vol I and II

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NEOCS Manual Vol I and II

Enlisted Distribution and Verification Report

Activity Manning Document

Enlisted Advancement Manual - BUPERSINST 1430.16F

Enlisted Distribution and Verification Report User's Manual, BUPERSINST 1080.53

Enlisted Manning Policy and Procedures, COMUSFLTFORCOM/COMNAVPERSCOMINST 1300.1

Navy Total Force Manpower Policies and Procedures, OPNAVINST 1000.16K

Retirement Ceremony Guidelines, ATGSDINST 1800.1

Command Pass Coordinator Guide

Command Government Commercial Purchase Card Program, ATGSDINST 4200.1

Business Rules for Travel Requests, Augments, and Government Travel Credit Cards, ATGSDINST 4600.1

Afloat Training Group Standard Distribution List, ATGSDINST 5216.1

Correspondence/Directives Guidance and Procedures, By Direction Authority, Special Request Routing and Electronic Message Processing, ATGSDINST 5216.2J

Career Sea Pay (CSP), Career Sea Pay Premium (CSPP), and Partial Sea Duty Credit Compensation for TEMADD Periods Spent at Sea, ATGSDINST 7220.1

Temporary Additional Duty Travel Procedures, ATGSDINST 1320.1

Regulations and Procedures for Special Requests, ATGSDINST 1336.1

Command Recognition Program, ATGSDINST 1650.1

Sailor of the Quarter/Year Program, ATGSDINST 1700.1

List of Recurring Reports, ATGSDINST 5215.1

Administration of Freedom of Information Act Request, ATGSDINST 5720.1

Civilian Employee Health Promotion and Wellness Program, CNSP 12792.1B

Civilian of the Quarter/Civilian of the Year Program, CNSP 12450.1

Civilian Time and Attendance, CNSP 12600.1

Civilian Incentive Awards, CNSP 12540.1

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SECNAVINST M-5510-30

SECNAVINST M-5510.36

DoD Manual 5200.01 Volume 1 – DoD Information Security Program: Overview, Classification, and Declassification

DoD Manual 5200.01 Volume 2 – DoD Information Security Program: Marking of Classified Information

DoD Manual 5200.01 Volume 3 – Protection of Classified Information

DoD Manual 5200.01 Volume 4 – Controlled Unclassified Information (CUI)

DoD Manual 5205.02-M – DoD Operations Security (OPSEC) Program Manual

OPNAV Instruction 3432.1A – Operations Security

OPNAV Instruction 5530.14E – Navy Physical Security and Law Enforcement Program

U.S. Office of Personnel Management Agency User Manual for Electronic Questionnaires for Investigations Process System Version 3.06 (OPM e-QIP)

COMNAVSURFPACINST 5211.1 Policy on Personally Identifiable Information

ATGPACINST 4650.1 – Policy for Official Travel Performed by Afloat Training Group Pacific Personnel

ATGPAC/ATGSD/EAP Check-in/Check Out Procedural Checklist

OPNAVINST3000.13D-ITEMPO Instruction

5.0 TASK REQUIREMENTS

5.1 Task 1: Correspondence/Reports routine review of correspondence/reports; filing services (ATGPAC and CNSP N02 Only):

The Government estimates approximately 1,200 ATGPAC and 900 CNSP N02 pieces of Navy correspondence consisting of no more than 700 enlisted evaluations (ATGPAC), 120 officer fitness reports (ATGPAC), 730 civilian performance reports (CNSP N02), 130 command instructions (120 ATGPAC and 10 CNSP N02), 120 (60 ATGPAC and 60 CNSP N02) command notices, 52 Plan of the Weeks (ATGPAC), 25 Plan of the Week Notices (CNSP N02), 240 Department Head briefings (ATGPAC), 75 civilian awards (CNSP N02) and supporting documents. The contractor shall process these documents in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely execution of policy (within 72 hours of assignment and 100% accuracy) and personnel administration that supports mission requirements.

5.1.1 The contractor shall review and maintain naval correspondence including memos, letters, enlisted personnel evaluations and officer fitness reports, command instructions and notices,

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personnel award recommendations and certificates such that all items are complete in accordance with established guidelines and directives. If not, it shall make the non-substantive changes real time. Recommendations for substantive changes/consolidation shall be made to the COR or TA who shall review and change. Contractor shall then implement those changes.

5.1.2 The contractor shall not make any substantive changes (i.e. non-grammatical/format) to this correspondence without review/recommendations/approval. But, independently, it shall be responsible for editing – making all necessary corrections in grammar, punctuation, spelling, and proper format. The contractor shall consolidate information for various correspondences in accordance with established guidelines and directives.

5.1.3 The contractor shall maintain documents in electronic file format for retrieval. The contractor shall operate a computer to include peripheral equipment using modern office equipment as an aid for day-to-day operations. The contractor shall organize, manage, and maintain paper and paperless documents used in daily or archival activities to include the administrative tickler file.

5.1.4 The contractor shall scan documents into electronic form to incorporate a paperless office.

5.1.5 The contractor shall keep all Command personnel files in an organized and up-to-date manner in both hard copy and electronic formats for all command members and verify all copies of documents provided to PSD (ATGPAC only) or the COMPACFLT Human Resources Office (CPF HRO) (CNSP N02 only) are copied and kept on file locally.

5.1.6 The contractor shall provide a report which accounts for all status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.2 Task 2: Customer Service (ATGPAC, CNSP N01SM and CNSP N02).

5.2.1 The contractor shall greet visitors to the office and department and answer questions regarding office procedures, and policies, security eligibility, and when approved, badging. Contractor shall direct visitors to the appropriate offices. Questions concerning programs and Navy unpublished Navy policies will be directed to the appropriate office(s).

The Government estimates approximately 2,300 (ATGPAC 1,200, CNSP N02 1,100, CNSP N01SM 700) questions related to administrative support regarding tasks outlined in this section will be asked by customers (military and civilian) per year. The contractor shall be able to provide either a response to routine questions (see below) or direct the customer to the appropriate reference or assistance 100% of the time regarding administrative support tasks outlined in this Section. If unable to provide an answer or satisfactorily direct question towards a 100% resolution within 30 minutes, provide satisfactory status/way ahead within 1 hour 100% of the time.

5.2.2 The contractor shall receive incoming correspondence, enter in the tracking system, and verify required supporting documentation and routing sheets for accuracy.

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The Government estimates 7,500 (ATGPAC 7,200, CNSP N02 300) pieces of incoming correspondence per year. The contractor shall perform this task to 100% accuracy and be capable of producing and tracking all correspondence of requested or required documents within 30 minutes of request. The contractor shall review incoming correspondence for applicable references and confirm that format is in accordance with established policies (Section 4) prior to intake into the Administrative Office 100% of the time with 100% accuracy.

5.2.3 The contractor shall provide a Cost Performance and Data Report which accounts for all deliverables referenced in this section no later than the first Friday of every month.

5.3 Task 3: Awards Processing Services (ATGPAC and CNSP N02).

5.3.1 The contractor shall receive draft command personnel award documents, both military and civilian, and review each for internal consistency and verify that awards are completed in accordance with established guidelines and directives. It shall return those documents to the originator for completion. The contractor shall maintain documentation of awards coming due, awards ready for presentation, and awards presented, including all preparation work necessary for ATGSD awards ceremonies as determined by the Administrative Officer (awardees list, awards binder, etc.).

The Government estimates no more than 800 (ATGPAC 700, CNSP N02 100) awards are processed annually. The awards shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner resulting in 100% timely delivery to the member, typically before detachment of Sailor and within 30 days of receipt or approval by/at the respective Command. Awards assigned to the contractor for action shall be completed within 5 working days.

5.3.2 The contractor shall be responsible for mailing completed awards documentation after presentation to the awardee to the Navy Department Awards Web Service (NDAWS). The Government estimates no more than 700 awards are processed annually (ATGPAC only). The awards shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely delivery no more than 3 working days from presentation to the member, and with 100% accuracy.

5.3.3 The contractor shall provide electronic and paper file maintenance for awards of command personnel. The contractor shall scan documents into electronic form to incorporate a paperless office. (ATGPAC and CNSP N02).

The Government estimates approximately 700 (ATGPAC 625, CNSP 75) awards are processed annually. The awards shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely delivery in no more than 30 days to the member with 100% accuracy.

5.3.4 The contractor shall receive and prepare Civilian of the Quarter/Civilian of the Year (COQ/COY) award nomination packages, collate board results, generate selection

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announcements. (CNSP N02 only).

The Government estimates 20 awards packages per quarter plus one annual award for a total of 101 awards nomination packages per year. Five boards are conducted annually. The processing of COQ/COY awards shall be in accordance with pertinent and relevant directives and in a manner that results in 100% timely delivery and conduct of the board, with announcement dates no more than 3 days after board completion.

5.3.5 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures, and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.4 Task 4: Directives Management services (ATGPAC, CNSP N02, and CNSP N01SM).

5.4.1 The contractor shall maintain an accurate and current list of all command instructions and notices. The contractor shall receive both published and Command-generated changes to instructions. The contractor will not provide substantive support.

The Government estimates approximately 80 (60 ATGPAC, 10 CNSP N02, 10 CNSP N01SM) updates are required per year for command instructions and notices. The updates shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely execution (within one week of assignment) and with 100% accuracy.

5.4.2 The contractor shall provide electronic and paper file maintenance for all instructions and notices. The contractor shall scan documents into electronic form to incorporate a paperless office. The contractor shall provide electronic documents for posting on the Command's local share drive.

The Government estimates approximately 78 (ATGPAC 60, CNSP N02 10, 8 CNSP N01SM) updates are required per year for command instructions and notices. These updates will be provided by the Government and the contractor is responsible for the processing of the administration in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely execution (within one week of assignment) with 100% accuracy.

5.4.3 The contractor shall perform annual instruction review reminders by sending instructions by email, in accordance with their anniversary month, to the department in charge of the instruction.

The Government estimates approximately 70 (ATGPAC 60, CNSP N02 10) updates are required per year. The updates shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely execution (within 24 hours of approval) with 100% accuracy.

5.4.4 The contractor shall provide a Cost Performance and Data Report which accounts for all deliverables referenced in this section no later than the first Friday of every month for the

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previous month.

5.5 Task 5: Travel (Travel Authorization, DTS Administration, Travel Reports) (ATGPAC only).

5.5.1 The contractor shall conduct travel Authorization Review. The contractor shall create, review, and amend travel authorizations for Government Authorizing Official approval

The contractor shall prepare travel authorizations in DTS within 2 days of receipt of Passenger Reservation Travel Authorizations and the contractor shall review for accuracy and completeness for Government Authorizing Official final approval. The Government Authorizing Official will review incoming travel authorization requests to determine timeliness and accuracy of processing daily. ATGPAC generates approximately 3,000 travel authorizations per year. The travel authorizations shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% completion within 3 days of receipt of authorized and complete (traveler submission includes all supporting documentation) travel request.

5.5.2 The contractor shall provide customer support to accommodate emergent travel requirements.

The contractor shall prepare emergent travel authorization (i.e., emergency leave and hospitalization) for processing within 3 hours of receipt of data from the requestor for Government Authorizing Official final approval. The Government Authorizing Official will review emergent travel authorization requests received from the requestor for accuracy in accordance with defense travel regulations. Of the 3,000 total travel authorizations, ATGPAC generates approximately 20 emergent travel request authorizations each year. The emergent travel authorizations shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% completion within 3 days of receipt of authorized and complete (traveler submission includes all supporting documentation) travel request.

5.5.3 The contractor shall monitor, track, and report unapproved travel authorizations to the Government Authorizing Official.

The contractor shall notify the Government Authorizing Official if authorization remains unapproved 2 or more business days after preparation.

5.5.4 The contractor shall draft travel authorization documentations and draft amendments in accordance with narrative support for the draft. The draft(s) will be submitted to the Government Authorizing Official to review. The contractor shall be familiar with DTS. The contractor shall, upon receipt of a Temporary Assigned Duty (TAD) request from ATGPAC, SD, or EAP, review DTS authorizations in accordance with applicable laws/regulations and funding constraints while meeting travelers' identified mission goals and objectives and identify potential report discrepancies to the Government Authorizing Official for correction. The contractor will provide narrative support, with regulatory citations. The contractor shall verify

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that travel authorization is accurate and complete and be prepared to provide support for recommendations to the Government Authorizing Official, to include travel/lodging pricing information, location, and availability information.

ATGPAC generates approximately 3,000 travel authorizations per year. The travel authorizations shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% completion within 3 days of receipt of authorized and complete (traveler submission includes all supporting documentation) travel request.

5.5.5 The contractor shall review the selected flights, hotels, and rental cars that meet regulations and mission requirements in terms of dates, times, and places at the lowest costs and report findings to the Government Authorizing Official. All recommendations shall be supported with pricing information and citations to applicable regulations. Final authority for authorization shall rest with the Government Authorizing Official. The contractor shall be responsible for ensuring that vouchers and sub-vouchers (DD Form 1351-2) are properly completed in DTS and that the traveler has provided requisite supporting receipts and documentation in accordance with governing ATGPAC and Joint Travel Regulation requirements. The contractor shall review completed and approved entitlements and identify any claims that are not substantiated and properly filed per governing ATGPAC and Joint Travel Regulation requirements.

5.5.6 The contractor shall submit trouble reports including system irregularities, performance issues, and system glitches to the DTS Help Desk. The contractor shall review trouble reports to determine if they are complete, and accurately describe the system irregularities or performance issues, and then submit to the Government Authorizing Official within 1 day of identifying the problem.

The contractor shall submit trouble calls to the DTS Help Desk upon identification. The contractor shall follow-up with the DTS Help Desk every 24 hours until issues are resolved. ATGPAC submits approximately 20 trouble reports per year.

5.5.7 Upon receipt of draft documentation, the contractor shall prepare travel authorization and vouchers in DTS for the Government Authorizing Official within 2 days of receipt of the Passenger Reservation or travel completion. The contractor shall review travel authorization and vouchers to determine if they are complete and consistent (accurate). ATGPAC generates approximately 3,000 travel authorizations per year. The travel authorizations and vouchers shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% completion.

5.5.8 Individually Billed Accounts (IBAs) Support.

5.5.8.1 Provide day-to-day (Monday through Friday) review of IBA documentation and identify delinquencies, possible irregularities or unauthorized charges, referring to the Joint Travel Regulations. These shall be supported with both regulations and facts and presented to the Government Approving Official.

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5.5.8.2 The contractor shall identify potential charges not related to travel and charges from unauthorized merchants and report findings, with factual and regulatory support, to the APC.

5.5.8.3 The contractor shall review accounts to identify credit balances, overpayment or erroneous payments and provide findings to the APC with factual and regulatory support for written findings.

5.5.8.4 The contractor shall prepare draft monthly reports on IBA for the APC to review and approve. These draft reports shall include Delinquency Status; Returned Checks, Non-Travel Activity, Weekend and Holiday Activity, Improper/Illegal Use and other reports pertinent to the effective management of the ATGWP IBAs. The contractor shall forward copies of these reports to the TA or COR.

5.5.8.5. The contractor shall provide service members the government furnished travel card request paperwork and forms and submit required documents which facilitate the service members request.

5.5.8.5 The Government estimates 200 new Government travel cards per year and another 200 Government travel card terminations and transfers per year with 100% accuracy and within 3 days of application receipt or travel card termination/transfer order. Additionally, the management of the IBA shall be for no more than 1,000 personnel per year.

5.5.9 Financial Reconciliation of DTS and STARS-FL Data.

5.5.9.1 The contractor shall reconcile financial data between DTS and STARS-FL. The contractor shall research and identify potential obligation variances between STARS-FL and DTS. Contractor shall provide factual and regulatory support for identified variances and submit findings to the TA or COR.

5.5.9.2 The contractor shall review travel records in which the travel has been completed over 30 days but have remaining unfilled order amounts and provide the Government a report so the Government can initiate action to liquidate or cancel the obligation. The Government requires this oversight to be performed to 100% accuracy.

5.5.10 The contractor shall provide a Cost Performance and Data Report which accounts for all deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.5.11 The contractor shall provide recommendations for a monthly Travel Reconciliation Report due the tenth working day of each month with a Monthly Reconciliation Worksheet which contains DTS and STARS-FL obligation data from these systems in which the Government will provide view only access.

5.5.12 The contractor shall provide recommendations for a monthly Travel Status Report due the tenth working day of each month that summarizes the status of the travel program for the previous period to include the number of travel authorizations, overdue claims, late travel submissions, travel submissions that were not properly filled out, and unauthorized travel

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entitlements. The reports shall be in accordance with ATGPACINST 4650.1 definitions and requirements. (ATGPAC only).

5.5.13 The contractor shall provide a monthly Management Report due the tenth working day of each month which identifies Government resolution and analysis/summarization. (ATGPAC only).

5.5.14 The contractor shall research data and provide recommended entries for a monthly Travel Alert Report due the tenth working day each month which educates the Command on Joint Travel Regulations, Defense Travel System, and best practices relating to travel requirements. Resource material shall be from <https://www.defensetravel.dod.mil/index.cfm> (ATGPAC only).

5.5.15 The contractor shall provide a Monthly IBA Report to the Government for review by the due the tenth working day each month which includes Delinquency Status; Returned Checks, Non-Travel Activity, and Weekend and Holiday Activity.

5.6 Prospective Personnel Gain/Loss processing and tracking.

5.6.1 The contractor shall review Government provided information and perform data entry tasks for the efficient tracking of personnel gains, personnel losses, pay related documents, and service record entries. All procedures and processes regarding the receipt and processing of prospective gains and losses are outlined in the Command Pass Coordinator Guide, Navy Pay and Personnel Support Center (NPPSC) Command Pay/Personnel Administrative Support System (PASS) Coordinator (CPC) Guide – NPPSCINST 1000.1 (series), and ATGPAC/ATGSD/EAP Check-in/Check Out Procedural Checklist as outlined in section 4 above.

The Government estimates approximately 160 personnel gains, 160 personnel losses, 1,200 pay related documents, and 1,000 service record entries per year. The contractor shall process prospective gains within 72 hours of reporting onboard and prospective losses paperwork shall be completed within 24 hours prior to their last day attached to the command. Pay related documents and service record entries shall be processed within 48 hours of receipt.

5.6.2 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.7 Task 7: Meeting/Conference Logistic Support (ATGPAC and CNSP N02).

5.7.1 Contractor shall provide logistic support for all on-site meetings to include the typing of agendas to be emailed to all participants within two hours before each meeting. Once the Technical Assistant or COR approve the minutes and agendas, the contractor shall distribute the documents to all participants.

5.7.2 The contractor will schedule conference rooms for COR or Technical Assistant directed meetings with regard to room size, key-note speakers, and personnel who must attend.

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Contractor will receive draft presentation material approximately two days in advance of the meetings. Contractor will utilize power point and develop slide-decks under government supervision in a draft format, to be approved by the COR or Technical Assistant approximately one day before the meeting.

The Government estimates a maximum of 6 (ATGPAC 3, CNSP 3) times per week and no more than 400 (ATGPAC 250, CNSP N02 150) times per year. These documents shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% timely execution (24 hours prior to scheduled meeting or established deadline) of policy and personnel administration that supports command requirements with 100% accuracy.

5.7.3 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.8 Task 8: Check-in/out of command personnel (ATGPAC, CNSP N01SM, CNSP N02).

5.8.1 The contractor will provide standard forms to command military personnel in accordance with the Command Pass Coordinators Guide to personnel upon check-in and out. These forms will then be submitted to the Government for final review and submission to PERSUPPDET (ATGPAC only).

5.8.2 For CNSP N01SM, the contractor shall, schedule CNSP Headquarters civilian and military personnel for Government developed Command Indoctrination and maintain civilian and military personnel rosters and email distribution lists. CNSP N01SM estimates that approximately 70 new military members check in during the Fiscal Year and 60-70 military members check out. Contractor shall issue badges following JPAS review, update personnel roster, and maintain personal security folders.

The Government estimates approximately 320 (ATGPAC 180, CNSP N02 20, CNSP N01SM 60-70 military members in addition to new civilian and contractor hires) personnel gains, 320 (ATGPAC 180, CNSP N02 20, CNSP N01SM 60-70 military members in addition to civilian and contractors) personnel losses, 1,200 pay related documents, and 1,000 service record entries per year. The procedures shall be in accordance with pertinent and relevant directives outlined in Section 4 and in a manner that results in 100% completion within 72 hours of assignment.

5.8.3 The contractor shall review all documentation for completeness. If complete and not-inconsistent, it shall forward all required documents to the local Personnel Support Detachments for personnel gains within 72 hours of reporting onboard and prospective losses paperwork shall be completed within 24 hours prior to their last day attached to the command.

5.8.4 The contractor shall issue government furnished forms for service member preparation regarding sea-pay, housing allowances, Permanent Change of Station travel reimbursement, Basic Allowance for Subsistence, Basic Allowance for Housing, and pay related documents and

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service record entries within 48 hours of request and submit the documents to the COR or TA for approval prior to final submission to the local PSD. The contractor is required to submit and monitor these documents in TOPS and immediately record in AEPP their status.

5.8.5 For CNSP N02, the contractor shall update civilian personnel rosters within 24 hours of arrival/departure and email distribution lists shall be updated within 7 days of arrival/departure to 100% accuracy.

5.8.6 The contractor shall provide Government furnished briefing sheets to newly reported personnel in accordance with SECNAV M-5510.30 within 72 hours of check in with N01SM (CNSP N01SM only).

5.8.7 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.9 Task 9: Manning and Manpower support (ATGPAC).

5.9.1 The contractor shall maintain the accuracy of the Enlisted Distribution Verification Reports (EDVR).

5.9.1.1 The contractor shall review the EDVR by the fifteenth day of every month utilizing the Enlisted Distribution and Verification Report User's Manual, (BUPERSINST 1080.5) Sections 2 through 7 "Required and Recommended Actions" section and provide a report which summarizes apparent discrepancies found in sections 2-7 of the EDVR and recommend (and support) actions to correct these discrepancies. Upon government approval, the Contractor shall correct the errors in accordance with BUPERSINST 1080.5.

The Government estimates the EDVR will require monthly maintenance by the contractor as well as daily reference and interpretation of the document. This monthly review and maintenance shall be in accordance with the Enlisted Distribution and Verification Report User's Manual (BUPERSINST 1080.53) standards per "Required and Recommended Actions" section within each chapter. The contractor shall provide recommendations to correct EDVR inaccuracies to the Government no later than the 15th of each month with 100% accuracy. This report satisfies Section 6 requirements.

5.9.2 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.10 Task 10: The contractor shall complete administrative requirements relating to personnel retirements, separations, and transfers in accordance with the MILPERSMAN and the Command Pass Coordinators guide. Required paperwork will be prepared by the contractor for Government review and submission to the local Personnel Support Detachment (ATGPAC and CNSP N02).

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5.10.1 The contractor shall distribute to each separating, retiring, or transferring service member government prepared packages which support these personnel transitions. These packages shall be tracked by the contractor and reported to the government regarding their status weekly (issued, in progress, returned to contractor, submitted to government for review, government approved, submitted to PSD for processing, and complete). Requirements are outlined in the Military Personnel Manual, the Command Pass Coordinator Guide, Navy Pay and Personnel Support Center (NPPSC) Command Pay/Personnel Administrative Support System (PASS) Coordinator (CPC) Guide – NPPSCINST 1000.1 (series), and ATGPAC/ATGSD/EAP Check-in/Check Out Procedural Checklist as outlined in section 4 above.

The Government estimates approximately 200 (ATGPAC 180, CNSP N02 20) personnel gains, 200 (ATGPAC 180, CNSP N02 20) personnel losses, 1,200 pay related documents (ATGPAC), and 240 service record entries per year (ATGPAC). All required retirement, transfer, and separations assigned to the contractor shall be completed one week prior to the approved last day the member is onboard and be 100% accurate.

5.10.2 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.11 Task 11: Preparation of the Plan of the Week (ATGPAC and CNSP N02)

5.11.1 By and through the COR or Technical Assistant (TA), the Contractor will receive information required to word process the Plan of the Week correcting clerical errors, putting in the proper format (established by SOP), and after the TA or COR approval distribute it to the command via the global email address listing and post on the Command Bulletin Boards.

The Government estimates approximately 52 Plans of the Week are completed annually with 100% accuracy. The contractor shall complete these weekly no later than Thursday.

5.11.2 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.12 Task 12: The contractor shall complete Individual Personnel TEMPO (ITEMPO) and Sea Pay reports and requirements. (ATGPAC only)

5.12.1 The contractor shall submit government prepared and approved Individual Tempo and Sea Pay Reports to the Personnel Support Detachment weekly through Bupers Online and Transaction Online Processing System (TOPS) respectively. Procedures are outlined in Command Pass Coordinator Guide, Navy Pay and Personnel Support Center (NPPSC) Command Pay/Personnel Administrative Support System (PASS) Coordinator (CPC) Guide – NPPSCINST 1000.1 (series), and OPNAVINST 3000.13D.

The Government estimates 1,000 Sea Pay certificates monthly and 3,000 personnel accountability reports annually. The reports shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced by the contractor in a manner that results in 100%

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completion. These reports shall be 100% accurate and completed within 24 hours of receipt.

5.12.2 The contractor shall provide a Cost Performance and Data Report which accounts for all deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.13 Task 13: Official Correspondence (ATGPAC and CNSP N01SM).

13.1 The contractor receive and distribute all incoming and outgoing official correspondence.

The Government estimates approximately 1,800 pieces of incoming and outgoing official correspondence each year (ATGPAC 1600, CNSP N01SM 200). The contractor shall verify that official correspondence has been distributed within 24 hours of receipt.

5.13.2 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.14 Task 14: Civilian Training (CNSP N02 only).

5.14.1 The contractor shall track, publish, record, and report all Government directed (scheduled and unscheduled) civilian training requirements in databases (Total Workforce Management System (TWMS) and Share drives). The tracking of training requirements shall include a review of available civilian training courses and programs offered online or by Navy resources; publishing and recording of the training requirements includes a comparison of available courses against individual employee records to identify personnel requiring mandatory training, record and reporting of training requirements include providing employee notification, generating Plan of the Week notices and email announcements for training opportunities.

The Government estimates approximately 20 training opportunities, 80 applications, 20 funding documents, and 80 training completions each year. These documents shall be in accordance with pertinent and relevant directives, produced by the contractor with 100% accuracy, and completed within 48 hours of receipt. The contractor shall provide the monthly training report to the Civilian Personnel Manager no later than the 10th of the following month.

5.14.2 The contractor shall provide a Cost Performance and Data Report which accounts for all deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.15 Task 15: Civilian Health and Wellness Program (HWP) (CNSP N02 only).

5.15.1 The contractor shall report civilian participation of personnel to the COR or TA in a manner which assists the government in determining the effectiveness of the HWP.

Additionally, the contractor shall type in Microsoft Word HWP topics selected from the OPM HWP website for inclusion into a quarterly civilian HWP report.

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5.15.1.1 The contractor shall provide the Civilian HWP report to the no later than the 10th of the first month in the following quarter (Apr/Jul/Oct/Jan) to the government for final approval and distribution. These documents shall be in accordance with pertinent and relevant directives and Section 6.0 and produced by the contractor in a manner that results in 100% accuracy.

5.15.2 The contractor shall provide a Cost Performance and Data Report which accounts for all hours/cost expenditures and status of deliverables referenced in this section no later than the first Friday of every month for the previous month.

5.16 Task 16: Security Administration (CNSP N01SM only)

5.16.1 The contractor shall maintain, electronically and hard copy, CNSP staff personnel (military, civilian, and contractor) security files which includes a JPAS person summary, security orientation brief and a personnel security questionnaire.

5.16.2 The contractor shall schedule facilities within the CNSP Compound of pre-approved Security Education Training and Awareness briefings within each calendar year for all CNSP personnel (military, civilian, and contractors) and distribute and collect instructor critiques to the Government for review.

5.16.3 The contractor shall provide Government personnel with Government approved foreign pre and post travel briefings within the CNSP compound to include signed briefing acknowledgement statements (as established by command Antiterrorism / Force Protection Officer) within 5 days of the Government travelers request (either by email or in-person).

5.16.4 The contractor shall conduct up to 100 per year fingerprinting actions utilizing the LIVESCAN fingerprinting process with 100% accuracy within 3 days of assignment.

5.16.5 The contractor shall receive and record clearance eligibility based upon JPAS information for no more than 300 personnel per year on PART III of the OPNAV 4239/14 (SAAR-N). Once clearance verification is annotated on the SAAR-N by the contractor, the contractor shall provide SAAR for approval to Government.

5.16.6 The contractor shall prepare and deliver to the Government Authorizing Official up to 10 per year classified packages for the government to inspect and ship within 3 days of tasking. Packages must be properly prepared in accordance with SECNAV M-5510.36.

5.16.7 The contractor shall provide an updated daily CNSP approved visitor's and command personnel access list as compiled through JPAS information with 100% accuracy.

5.16.8 The contractor shall check JPAS daily for new visit requests. This shall not exceed 100 per year with 100% accuracy and shall be completed by the contractor within 1 day of notification.

5.16.9 The contractor shall forward JPAS visit requests for CNSP personnel within 5 days of scheduled travel. This shall not exceed 75 per year and shall be completed by the contractor with 100% accuracy and within 5 days of notification.

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5.16.10 The contractor shall type Courier Cards for Security Manager's signature in accordance with applicable DoD/SECNAV guidelines. This shall not exceed 50 per year with 100% accuracy and within 5 days of notification.

5.16.11 The contractor shall receive, review for accuracy, and submit (following Government review and approval) subordinate commands' Security Office Number (SON) requests via a Personnel Investigations Processing System (PIPS) Form 12. Once approved, the contractor shall scan and email PIPS Form 12 to Commander Pacific Fleet Security Manager for processing. This shall not exceed 40 per year with 100% accuracy and within 3 days of notification.

5.16.12 During the check-in process of newly reported personnel, the contractor shall input data into JPAS for up to 100 newly assigned personnel per year and prepare for Government approval. The contractor shall provide security check-in paperwork (Security briefing, North Atlantic Treaty Organization, and Personal Electronic Device user agreements as necessary) prior to Government granting of security access in JPAS. These tasks shall be completed within 3 days of receipt and assignment.

5.16.13 The contractor shall provide a Cost Performance and Data Report which accounts for all deliverables referenced in this section no later than the first Friday of every month for the previous month.

6.0 DELIVERABLES/REPORTS

The contractor shall provide all required deliverables in reports associated with Task Requirements Sections 5.1 through 5.16 as follows:

Cost Performance and Data Report: A monthly report which totals the completion of items listed in Sections 5.1 – 5.16 showing monthly and yearly totals. The report shall reference completion of goals outlined for each task. (ATGPAC, CNSP N02 and CNSP N01SM) and shall be provided no later than the first Friday of every month for the previous month.

Travel Status Reports: A monthly report that summarizes the status of the travel program for the previous period to include the number of travel authorizations, overdue claims, late travel submissions, travel submissions that were not properly filled out, and unauthorized travel entitlements. The reports shall be in accordance with pertinent and relevant directives and produced in a manner that results in 100% completion that supports command requirements. This report is due the 10th working day of each month. (ATGPAC only).

Travel Management Report: A monthly report on ATGPAC's Travel Program Support status including identification of issues that need Government resolution and analysis/summarization of contract expenditure rate. Report will be provided to the ATGPAC Comptroller. The report shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% completion that supports command requirements. This report is due the 10th working day of each month. (ATGPAC only).

Travel Alert Report: Any potentially inappropriate activity per the JTR and ATGPACINST 4650.1, as outlined herein, shall be verbally reported within 24 hours to the ATGPAC

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Comptroller followed by a written summary within 5 working days. The report shall be in accordance with pertinent and relevant directives outlined in Section 4 and produced in a manner that results in 100% completion that supports command requirements. This report is due the 10th working day of each month. (ATGPAC only).

Civilian Training Report: A monthly report on the status of civilian training to include training required, training completed, and command training metrics. This report shall be in accordance with pertinent and relevant instructions and produced with 100% accuracy. This report is due the 10th working day of each month. (CNSP N02 only).

Civilian Personnel Report: A monthly Civilian Personnel Accounting report will be provided to the Civilian Personnel Manager no later than the 10th of the following month. These documents shall be in accordance with pertinent and relevant directives and produced in a manner that results in 100% accuracy. This report is due the 10th working day of each month. (CNSP N02 only).

Civilian Health and Wellness Program (HWP) Report: A quarterly HWP report will be provided to the Civilian Personnel Manager no later than the 10th day of the following quarter. These documents shall be in accordance with pertinent and relevant directives and produced in a manner that results in 100% accuracy and will track civilian participation in the HWP, maintain command metrics, and documentation of participation. This report is due the 10th working day of each month. (CNSP N02 only).

Security PII Report – Quarterly PII spot checks will be conducted and compliance/non-compliance findings will be reported to the Security Manager. This report is due the 10th working day of each month. (CNSP N01SM only).

Security Badge Inventory – Quarterly security badge inventory will be conducted for accountability purposes. This report is due the 10th working day of each month. (CNSP N01SM only).

Safe and Shredder Inventory – Safe and shredder inventories will be conducted bi-annually to verify 100% accountability of assets. This report is due the 10th working day of each month. (CNSP N01SM only).

Annual Security Refresher and Counterintelligence Training reports - Generated once every fiscal year to verify CNSP personnel have attended mandatory training as required in SECNAVINST M 5510-30. This report is due the 10th working day of the month following the training. (CNSP N01SM only).

Monthly EDVR Maintenance Report – In accordance with Enlisted Distribution and Verification Report User's Manual, BUPERSINST 1080.5 review Sections 2 through 7 which explain the purpose and intended use of the information provided in each EDVR section. Each section lists actions that are required to resolve account discrepancies. Data listed as "expired" requires immediate command attention. Data identified as "current" or "future" are displayed for planning purposes. Report shall summarize discrepancies found in Sections 2-7 of the EDVR

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and actions taken to correct these discrepancies. This report is due by the 15th day of each month. (ATGPAC only).

Monthly IBA Report - The contractor shall prepare and maintain monthly reports on IBA. These reports will include Delinquency Status; Returned Checks, Non-Travel Activity, Weekend and Holiday Activity, Improper/Illegal Use and other reports pertinent to the effective management of the ATGPAC IBAs. This report is due the 10th working day of each month. (ATGPAC only).

Travel Reconciliation Report - The contractor shall prepare the Monthly Reconciliation Worksheet which contains DTS and STARS-FL obligation data. This report is due the 10th working day of each month. (ATGPAC only).

All data received, processed, evaluated and/or generated in the execution of this contract shall become the property of the Government unless specific exception is granted by the Contracting Officer.

7.0 TRAVEL

Travel is not required in support of this contract outside of the geographical area. The only required travel includes travel within 10 miles of the following locations:

Naval Base San Diego, ATGPAC, Building 58, 3455 Sturtevant Street, Ste 1, San Diego, CA 92136-5069.

Naval Amphibious Base Coronado, CNSP, Building 100, 2841 Rendova Rd, San Diego, CA 92155-5490.

8.0 CONTRACT SECURITY REQUIREMENT

Work under this task order is **CLASSIFIED**; the contractor shall obtain and maintain a SECRET security clearance contractor employees working in support for Task 1 Correspondence/Reports, Task 13 Official Correspondence, and Task 16 Security Management shall obtain and maintain a SECRET personnel security clearance (PCL). The contractor shall comply with FAR Clause 52.204-2.

8.1 GENERAL SECURITY REQUIREMENTS

Work under this task order requires access to classified information.

In all cases the contractor and contract employees under Tasks 1/13/16 of this Task Order must meet eligibility requirements for an Interim SECRET at a minimum, for both the facility and personnel.

In addition to the security requirements below, contractors performing work under this task order must meet the following criteria: Per DOD 5220.22-M, Obtain and maintain SECRET eligibility via a National Agency Check with Local Agency Check and Credit Check (NACLC) investigation, which is required for access to classified information. Facility Security Officers

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(FSOs) are responsible for submitting investigative requests via JPAS utilizing the electronic version of the SF-86 (e-QIP).

The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. The contractor/contractor employees shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, controlled unclassified information (CUI), classified information, and all Government personnel work products that are obtained or generated in the performance of this task order.

8.1.1 Pre-employment Actions: All contractor employees working within Department of the Navy (DON) spaces must be entered into the Joint Personnel Adjudication System (JPAS), the facility security officer (FSO) must establish an 'owning' relationship indicating the company's Commercial and Government Entity (CAGE) code. Employees requiring access to classified information will be briefed, by their FSO, who will annotate within JPAS. A visit authorization request (VAR) will be submitted to the ATGPAC/CNSP security management office (SMO). The point of contact to be used within the VAR should be the Contracting Officer's Represent (COR). The Command Security Manager will then service those individuals in JPAS for tracking and monitoring of their investigation status. The contractor shall provide to all contract employees picture identification cards.

All contractor employees will in-process with the Command Security Office and Information Assurance Manager upon arrival to ATGPAC/CNSP and will out-process prior to their departure. Local classified material handling indoctrination will take place at that time.

8.1.2 Employment Eligibility Verification: The contractor shall comply with the HSPD-12, E-Verify Federal Acquisition Regulations FAR Clause 52.222-54.

8.2 INFORMATION SYSTEMS ACCESS

The Department of the Navy (DON) has determined that all DON Information systems (NIS) are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to controlled unclassified information (CUI) warrants a judgment of an employee's trustworthiness.

Therefore, all personnel accessing DoN Computer systems must undergo investigation for a National Security, Non-Critical Sensitive (NCS) position to verify their trustworthiness.

DON policy prescribes that all unclassified data at rest (information stored on a computer or removable media device) that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A contractor employee, whose work involves access to sensitive unclassified information, warrants a judgment of trustworthiness.

The FSO will ensure that the SAAR-N is forwarded to the ATGPAC/CNSP Security Office for receipt at least one week prior to the start date for the individual.

A NACLIC investigation must be opened and favorable fingerprint results received prior to

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commencement of work and issuance of a Common Access Card (CAC).

"All authorized users of DoD information systems shall receive initial Information Assurance (IA) orientation as a condition of access and thereafter must complete annual IA awareness refresher training to maintain an active user account." The COR can provide the contractor employee with a current link.

8.3 DD FORM 254 (SECTION J, ATTACHMENTS)

All other Security requirements can be found within the attached Department of Defense Contract Security Classification Specification (DD Form 254).

9.0 CONTRACTOR IDENTIFICATION

Contracting personnel must identify themselves as "contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official Government acts. The contractor must verify that his or her employee(s) displays(s) his or her name and the name of the company while in the work area, and include the company's name in his or her email display.

10.0 SAFETY

The contractor is solely responsible for compliance of all safety regulations of employees while working in Government owned facilities. All accidents which may arise out of, or in connection with, performance of services required hereunder which results in injury, death, or property damage, shall be reported in writing to the Contracting Officer and cognizant Contracting Officer Representative (COR) within 24 hours of such occurrence. Reports shall provide full details of the accident, including statements from witnesses. The fore-going procedures shall also apply to any claim made by a third party against the contractor as a result of any accident that occurs in connection with performance under this contract.

11.0 SMOKING/ALCOHOL/DRUG POLICY

11.1 Smoking/Alcohol Policy: The contractor shall comply with local command smoking policies and workforce requirements. The contractor shall also comply with all Federal drug-free workplace and work force requirements and local command policies. Copies of both policies will be provided to the contractor by the local command Administrative Officer (AO) at performance start date.

11.2 Drug Policy: The contractor shall comply will all applicable Federal statutes, laws, and regulations to implement a Drug Free Workplace Program (DFWP).

12.0 PERSONNEL

Due to the nature of this solicitation, special attention shall be paid to the skills, qualifications, and experience levels of the personnel that will be employed. All Contractor personnel shall meet the minimal experience, educational, and other background requirements as set forth below

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and be fully capable of performing their work in an efficient and reliable manner. The contractor shall be responsible for employing technically qualified key and non-key personnel to perform the work specified. During the contract period of performance new industry standard technologies will be identified with an associated deployment and implementation schedule.

The contractor shall maintain personnel capabilities, skill, and certifications to coincide with the changing technology environment. All contract personnel certifications will be released to the COR.

12.1 KEY PERSONNEL LABOR. Key Personnel categories, requirements and qualifications are contained within Section L of the solicitation and noted below.

Administrative Assistant/Travel Clerk (ATGPAC)

General Clerk III/Administrative and Manpower Clerk (ATGPAC)

General Clerk III/Administrative Support Service (CNSP N02)

Key Personnel:

Administrative Assistant/Travel Clerk: Key Person I (ATGPAC)

Security Clearance: "Secret" level clearance.

Experience Requirements:

- Bachelor's Degree
- Recent experience in administrative processes involving areas of Defense Travel Services (DTS) and Joint Travel Regulations
- Recent experience in Individually Billed Accounts management and Agency/Organization Program Coordinator (APC/OPC)
- Recent experience with the operations of all areas of the DTS travel program and experience as a DTS Reviewing Official
- Recent experience in administrative processes involving all areas of naval correspondence, awards, personnel programs, and customer service in a naval administration department.
- Recent experience in financial management expertise with emphasis on reconciliation between STARS-FL and DTS

The Navy considers "recent" experience to be experience acquired within the last 5 years.

General Clerk III/Administrative and Manpower Clerk: Key Person II (ATGPAC)

Security Clearance: "Secret" level clearance.

Experience Requirements:

- Bachelor's Degree
- Recent experience in administrative processes involving all areas of naval correspondence, personnel programs, awards, personnel gains and losses, and customer service in a naval administration department
- Recent experience in the following areas:
 - Naval personnel programs including pay, gains and losses, and manning.
 - ITEMPO/PERSTEMPO

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- Navy Manning and Manpower Requirements
- Administrative processes involving military personnel management

The Navy considers “recent” experience to be experience acquired within the last 5 years.

General Clerk III/Administrative Support Service: Key Person III (CNSP N02)

Security Clearance: “Secret” level clearance.

Experience Requirements:

- Bachelor’s Degree
- Recent experience in administrative processes involving personnel management.
- Recent experience maintaining training programs, database management, preparing executive level training reports, drafting Plans of Action and Milestones
- Experience in administrative processes involving all areas of naval correspondence, personnel programs, and customer service in an administration department
- Experience in the following areas:
 - Correspondence including instructions, notices, memorandums, messages, endorsements, scanning, copying and filing such records
 - Naval personnel programs including pay, gains and losses, and manning.
 - Personnel awards
 - Customer service
 - Plan of the Week notices and slide presentations
 - Transactions required for new hires, retirements, separations, and transfers

The Navy considers “recent” experience to be experience acquired within the last 5 years.

12.2 NON-KEY PERSONNEL LABOR. During contract performance the Government may request to review resumes of non-key contractor personnel proposed to be assigned and the Offeror shall be prepared to provide resumes. If the Contracting Officer questions the qualifications or competence of any individual proposed or performing under the task order, the burden of proof to substantiate that individual’s qualifications as prescribed herein shall rest with the Contractor. The Government reserves the right during contract performance to require resumes to ensure the qualifications of the individual comply with any minimums set forth in the contract with respect to non-key personnel. The Contractor must have the personnel, organization, and administrative control necessary to ensure that all services performed meet all requirements. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The non-key personnel labor categories are identified as:

12.2.1 Non-Key Personnel Labor Categories. If the Contractor does not identify the labor categories listed below by the same specific title, then a cross-reference list shall be provided identifying the differences. The non-key personnel labor categories are identified as:

- **General Clerk II/Word Processor (ATGPAC)**
- **General Clerk II/Word Processor (ATGPAC)**
- **General Clerk II/Administrative Support Services/Security Clerk (CNSP N01SM)**

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If the Contractor does not identify the labor categories listed below by the same specific title, then a cross-reference list shall be provided identifying the differences. The non-key personnel labor categories qualifications are:

General Clerk II/Word Processor: Non-Key Person I (ATGPAC)

Security Clearance: "Secret" level clearance.

Experience Requirements:

- Associates Degree
- Recent experience in administrative processes involving all areas of naval correspondence, personnel programs, awards, personnel gains and losses, and customer service in a naval administration department

The Navy considers "recent" experience to be experience acquired within the last 5 years.

General Clerk II/Word Processor: Non-Key Person II (ATGPAC)

Security Clearance: "Secret" level clearance.

Experience Requirements:

- Associates Degree
- Recent experience in administrative processes involving all areas of naval correspondence, personnel programs, awards, personnel gains and losses, and customer service in a naval administration department

The Navy considers "recent" experience to be experience acquired within the last 5 years

General Clerk II/Administrative Support Services/Security Clerk: Non-Key Person III (CNSP N01SM)

Security Clearance: "Secret" level clearance

Experience Requirements:

- Experience in administrative processes involving security management including any specific experience with Department of the Navy security administration
- Experience in the following areas:
 - Experience with Microsoft Word, PowerPoint, Excel and Access
 - Experience with Joint Personnel Adjudication System
 - Experience with Live Scan Fingerprint system
 - Experience with OPM Portal and e-QIP Direct website

13.0 PERSONNEL COMPLIANCE

The contractor shall require that contractor employees observe and comply with all local and higher authority policies, regulations, and procedures concerning fire, safety environmental protection, sanitation, security, traffic, parking, energy conservation, flag courtesy, "off limits" areas, and possession of firearms or other lethal weapons. When two or more directives or

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instructions apply, the contractor shall comply with the more stringent of the directives or instructions.

14.0 PERSONNEL REMOVAL

Government rules, regulations, laws, directives, and requirements that are issued during the term of the performance period relating to law and order, installation administration, and security shall be applicable to all contractor employees and representatives who enter the installation. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site or installation. Removal of employees does not relieve the contractor from the responsibility for the work defined in this contract. The contractor is expected to provide support services despite personnel removal or other unforeseen condition.

14.1 Removal by Installation Commander: The Installation Commander may, at his or her discretion, bar an individual from the installation under the authority of 18 USC 1382 (1972), for conduct that is determined to be contrary to unfavorable determination, discipline, or installation security and safety.

14.2 Removal Requested by Designated Government Representative (DGR): The DGR may require the contractor to remove an employee working under this contract for reasons of misconduct or security violations. Contractor employees shall be subject to dismissal from the premises upon determination by the DGR that such action is necessary in the interest of the Government.

14.3 Removal by Military Police: Contractor employees may be denied entry to or may be removed from the installation by Military Police if it is determined that the employee's presence on the installation may be contrary to discipline, or installation security and safety.

15.0 PERSONALLY IDENTIFIABLE INFORMATION

15.1 For ATGPAC/CNSP N01SM/CNSP N02, these PWS services involve accessing Personally Identifiable Information (PII) including social security numbers, dates of birth, and phone numbers/addresses. The contractor shall have appropriate administrative, technical, and physical safeguards in place to uphold the security and confidentiality of PII records. The Contractor shall comply with the Privacy Act of 1975.

15.2. The contractor understands and agrees that in performing the tasks outlined in this PWS, he or she will have to access to business sensitive and Privacy-Act protected information. The contractor shall be bound by the express terms and conditions of this contract, to include the Organizational Conflict of Interest (OCI) clause in Section H, to protect such information from unlawful or improper disclosure AND he or she further agrees not to access any other information in STARS-FL. [Note: The Contracting Officer Representative or his or her alternate will monitor use to ensure compliance. This will not relieve the Contractor of his or her responsibility to verify that only DTS-related data is accessed and that all data is protected in accordance with the OCI clause.]

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16.0 PLACE OF PERFORMANCE

The primary place of performance shall be at the following locations:

Naval Base San Diego, ATGPAC, Building 58, 3455 Sturtevant Street, Ste 1, San Diego, CA 92136-5069.

Naval Amphibious Base Coronado, CNSP, Building 100, 2841 Rendova Rd, San Diego, CA 92155-5490.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

1.0 GENERAL

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative (COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract Number

3.1.3 Task Order Number

3.1.4 Sponsoring Activity

IAW SUBPART 5237.2—ADVISORY AND ASSISTANCE SERVICES

5237.203-90 (FAR 37.203) Policy.

Marking of contractor reports. All reports required under contracts for individual experts and consultants; studies, analyses, and evaluations; and management and professional support services should prominently show on the cover of the report:

(a) Name and business address of the contractor.

(b) Contract number.

(c) Contract dollar amount.

(d) Whether the contract was competitively or non-competitively awarded.

(e) Name of individual sponsor. The sponsor should be an individual from the requiring activity at the Program Manager or comparable level.

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SECTION E INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services-Fixed-Price (August 1996)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

8100 2/5/2016 - 2/4/2017

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

SLIN	Funding	Period of Performance
8100	O&MN	2/5/2016 - 2/4/2017
8200	O&MN	2/5/2017 - 2/4/2018
8300	O&MN	2/5/2018 - 2/4/2019
8400	O&MN	2/5/2019 - 2/4/2020
8500	O&MN	2/5/2020 - 2/4/2021

Services to be performed hereunder will be provided at ATGPAC, Naval Base San Diego; and CNSP, Naval Amphibious Base Coronado.

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SECTION G CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at

<https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at

<https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Government

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

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Pay Official DoDAAC: HQ0338

Issue By DoDAAC: N00244

Admin DoDAAC: S2404A

Inspect By DoDAAC: R49365

Service Approver (DoDAAC): R49365

Service Acceptor (DoDAAC): R49365

LPO DoDAAC: R49365

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

LSC Damain Whiteman

TEL: 619-556-0879

EMAIL: damain.whiteman@navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

See above

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

N00244G109 CONTRACT ADMINISTRATION FUNCTIONS (MAR 1996) (FLCSD)

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

[] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

[] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

[] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[] Negotiate changes to interim billing prices.

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Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

G24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel – that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

Name: Joel Judy
Phone: 619-556-6619 Fax: 619-556-9778
Email: joel.judy@navy.mil

(d) Ombudsman for the Fleet Logistics Center, San Diego CA is:

Name: Gary Thomas
Phone: 619-556-5109

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Email: gary.p.thomas@navy.mil

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: David Cowhig

Title: Site Lead

Mailing Address: 516 Innovation Drive, Suite 201, Chesapeake, VA 23320

Telephone: 757-995-2029

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
8100	[REDACTED]	[REDACTED]
LLA :	[REDACTED]	

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

A. INTRODUCTION

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide business administrative support services. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that information received or developed during performance of this contract will not be improperly exploited to affect future competition or released in contravention of the Privacy-Act.

B. DEFINITIONS

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

C. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, unlawfully access, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification and FAR 52.224-2, Privacy Act. The Contractor shall have all of its employees execute non-disclosure agreements that clearly state that the contractor employees may be subject to civil or criminal penalties if that employee improperly accesses or discloses personal protected information (PII) or Privacy-Act protected information.

Under no circumstances shall any data accessed under this contract be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

If contractor has inappropriately accessed business sensitive data that will provide it a competitive advantage in any contract, to include a follow-on contract, it may be disqualified and considered "not responsible" and on that basis alone may not be awarded a Government contract. See D below.

D. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding

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the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

Note: All restrictions, as set forth herein, shall survive contract performance. As indicated in the definition of "contractors," these terms and conditions shall be binding on all tiers – and all tier subcontractors or consultants shall agree in writing to these terms and conditions in their respective contracts with the prime contractor awarded this contract.

NAVSUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation.

Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate.

Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for

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the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Technical Point of Contact (TPOC).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

(1) Date of TDL;

(2) Contract and TDL number;

(3) Reference to the relevant section or item in the statement of work;

(4) Signature of TPOC;

(5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the TPOC and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract or other appropriate action.

(e) Oral technical directions may be given by the TPOC only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the TPOC within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the TPOC in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name: Barry Walsh

Code: ATGPAC

Mailing Address: Naval Base San Diego ATGPAC, 3455 Sturtevant Street, Bldg. 58, San Diego, CA 92136

Telephone: 619-556-0951

Email: john.b.walsh@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

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Name:

Code:

Mailing Address:

Telephone:

Email:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

**N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004)
(FLCSD)**

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

(a) Foreign National is employed by DOD, or

(b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

(c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P.

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The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (SEP 2006)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

para (a) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

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252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (AUG 2015)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary	Wage-Fringe
Benefits		
ADMINISTRATIVE ASSISTANT, SAN DIEGO, CA	\$25.04	GS-8 STEP 10
GENERAL CLERK III, SAN DIEGO, CA	\$17.22	GS-7 STEP 10
GENERAL CLERK II, SAN DIEGO, CA	\$15.34	GS-6 STEP 10

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS — REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or

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statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

(a) *Definitions.* As used in this clause—

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a

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program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced.

Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended.

Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States

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government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or

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other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)

(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify

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the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract.

The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

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(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data Name of Person to be Furnished Basis for Asserted Rights Asserting With Restrictions* Assertion** Category*** Restrictions****

(LIST) (LIST) (LIST) (LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other

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appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions.

Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.
Contractor Name
Contractor Address
Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No.
Contractor Name
Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by

Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) ____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in

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paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense,

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and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier.

However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

NAVSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is: Brian O'Donnell, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116, San Diego CA 92136.

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SECTION J LIST OF ATTACHMENTS

1. Contract Data Requirements List (DD1423)
2. Contract Administration Plan
3. Quality Assurance Surveillance Plan
4. Wage Determination 05-2057 (Rev. 18) dated 12/29/15
5. Contract Security Classification Specification (DD254)